

## **Remarks**

The various parts of the Office Action (and other matters, if any) are discussed below under appropriate headings.

### ***Allowable Subject Matter***

The indicated allowability of claims 5-10, 12-20 and 24 is noted with appreciation.

### ***Drawings***

The Examiner has objected to the drawings for failing to show a xylophone as set forth in claim 20. Claim 20 has been amended to delete the reference to a xylophone, thereby rendering the objection moot.

### ***Claim Rejections - 35 U.S.C. § 112***

Claims 5, 12, 15, 19 and 23-25 have been amended to remove the phrase considered vague by the Examiner, thereby rendering the § 112 rejection of these claims moot. The amendments were not made to narrow the scope of the claims.

Claims 6, 11, 12, 19 and 24 have been amended to remove the basis for the § 112 rejection of these claims relating to the language "the striker end of the striker". The amendments were not made to narrow the scope of the claims.

Regarding the Examiner's contention that claim 12 is indefinite because it is not clear what the phrase "any spacing between the body attachment location" is intended to mean, reconsideration is respectfully requested. The entire clause at issue reads "the combined length of the tethers and any spacing between the body attachment locations is no greater than about 14 inches. Presumably the Examiner has no issue with the reference to the "length of the tethers". The "any spacing" language is intended to cover those situations where the body attachment locations are at the same location or are spaced apart by a spacing. Accordingly, the language at issue is intended to mean the sum of the lengths of the tethers and the length of the spacing (if any) between the body attachment locations.

### ***Claim Rejections - 35 U.S.C. § 103***

Claims 1, 3, 4, 11, 21, 22 and 25 were rejected as being anticipated by Lebansfeld. This rejection is now moot in view of claims 1, 11, 21 and 22 having been amended to further define the tether as having an intermediate portion extending loosely between the ends of the tether. No corresponding structure can be found in

Lebansfeld. Therefore, the noted claims as amended are not anticipated by Lebansfeld.

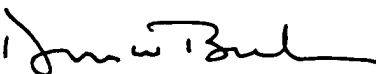
Claims 22 and 25 were rejected as being anticipated by Levay. This rejection is now moot in view of claims 22 and 25 having been amended to further define the tether as having an opposite end connected to the respective striker at a striker attachment location from which the tether extends away from the respective striker. No corresponding structure can be found in Levay. Therefore, the noted claims as amended are not anticipated by Levay.

### **Conclusion**

In view of the foregoing, request is made for timely issuance of a notice of allowance.

Respectfully submitted,

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### **CERTIFICATE OF MAILING (37 CFR 1.8a)**

I hereby certify that this paper (along with any paper or thing referred to as being attached or enclosed) is being deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Date: January 6, 2006

  
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